

APPELLATE DIVISION OF THE SUPREME COURT OF THE STATE OF NEW YORK, FIRST DEPARTMENT

Larone Butler v. Marco Realty Associates, L.P., et al.

Butler, 2026 NY Slip Op 01006 (Appellate Division of the Supreme Court of the State of New York First Department 2026) · No. Index Nos. 156776/17, 595506/18; Case No. 2024-03107; Appeal No. 5915 · Decided February 24, 2026

SUMMARY

The Appellate Division, First Department modified an order granting partial summary judgment to the plaintiff on liability under Labor Law § 240(1), dismissing the Labor Law § 200 and common-law negligence claims against the owner and tenants, and otherwise affirmed. The court held that issues of fact remained regarding the general contractor’s supervision and coordination of the work, contractual indemnification, and whether the plaintiff’s injuries arose from QCC Maintenance’s work, while common-law indemnification and contribution claims were barred because the injuries were not grave injuries under Workers’ Compensation Law § 11.

CASE DETAILS

COURT	Appellate Division of the Supreme Court of the State of New York, First Department
WRITING FOR THE COURT	Renwick, P.J.; Kennedy, J.; Rodriguez, J.; Pitt-Burke, J.; O'Neill Levy, J.
JURISDICTION	New York Supreme Court, Appellate Division, First Department
DECIDED	February 24, 2026
DOCKET	Index Nos. 156776/17, 595506/18; Case No. 2024-03107; Appeal No. 5915
DISPOSITION	other
PROCEDURAL POSTURE	Appeal from an order of Supreme Court, New York County, granting plaintiff partial summary judgment on liability under Labor Law § 240(1), granting Always First's motion dismissing common-law indemnification and contribution claims, and denying defendants' motions concerning Labor Law §§ 200 and 240(1), common-law negligence, and contractual indemnification.
STANDARD OF REVIEW	De novo review of summary judgment determinations; summary judgment is proper only when the movant establishes entitlement as a

	matter of law and the opposing party fails to raise a material issue of fact.
PRECEDENTIAL VALUE	published
PARTIES	Marco Realty Associates, L.P., Old Navy, LLC, The Gap, Inc., James Hunt Construction Co., Inc. v. Larone Butler, All-Rite Construction Co., Inc., Always First Inc., QCC Maintenance Inc.

TOPICS

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PRACTICE AREAS

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QUESTIONS PRESENTED

1. Whether Butler was entitled to partial summary judgment on liability under Labor Law § 240(1).
2. Whether the Labor Law § 200 and common-law negligence claims against Marco Realty, Old Navy, and The Gap should be dismissed because they lacked supervisory authority over the injury-producing work.
3. Whether summary judgment was properly denied on the contractual indemnification claims against Always First and QCC.
4. Whether Always First was entitled to summary judgment dismissing the building defendants' common-law indemnification and contribution claims because Butler's injuries were not grave injuries under Workers' Compensation Law § 11.

HOLDINGS

1. Butler established prima facie entitlement to partial summary judgment on liability under Labor Law § 240(1), and the defendants failed to raise a material issue of fact, because the falling pipe was an object that required securing and the injury resulted from the absence of an enumerated safety device.
2. The Labor Law § 200 and common-law negligence claims against Marco Realty, Old Navy, and The Gap must be dismissed because the accident arose from the means and methods of the work and those defendants did not control the injury-producing work.
3. Summary judgment was properly denied to James Hunt because an issue of fact remained as to whether it controlled the schedule of trades and could have avoided the unsafe condition.
4. Summary judgment was properly denied on the building defendants' contractual indemnification claims against Always First and QCC because factual issues remained concerning James Hunt's negligence and, as to QCC, whether the claim arose out of QCC's work and whether QCC was responsible for removing the pipe.
5. Always First was entitled to dismissal of the building defendants' common-law indemnification and contribution claims because Butler's shoulder and spine injuries did not constitute grave injuries under

Workers' Compensation Law § 11.

KEY QUOTATIONS

“plaintiff’s injury was the foreseeable consequence of the risk of performing the task without any safety device of the kind enumerated in the statute” ([*1])

“Because the accident arose from the means and methods of the work, as opposed to any defect on the premises, the relevant inquiry is whether defendants had supervisory authority over the injury-producing work” ([*1])

FACTUAL BACKGROUND

Larone Butler, a demolition laborer employed by Always First, was working beneath a ceiling when an approximately eight-inch-wide, ten-foot-long pipe fell. Another trade worker had partially cut the pipe several hours before the accident, and no safety device of the type enumerated in Labor Law § 240(1) secured it. James Hunt was the general contractor, while Marco Realty, Old Navy, and The Gap were the owner and tenants of the premises; Always First and QCC were contractors whose respective work and contractual obligations were disputed.

PROCEDURAL HISTORY

Supreme Court granted plaintiff’s motion for partial summary judgment on his Labor Law § 240(1) claim against the building defendants. It also dismissed the building defendants’ common-law indemnification and contribution claims against Always First, while denying the building defendants’ requests to dismiss the Labor Law §§ 200 and 240(1) and common-law negligence claims and to obtain contractual indemnification from Always First and QCC. The Appellate Division modified the order to dismiss the Labor Law § 200 and common-law negligence claims against Marco Realty, Old Navy, and The Gap, and otherwise affirmed.

DISPOSITION

other

REMAND INSTRUCTIONS

The matter remains subject to further proceedings on the unresolved factual issues, including James Hunt’s alleged negligence, the contractual indemnification claims, and QCC’s responsibility for the pipe and the work giving rise to plaintiff’s claim.

CASES CITED

- Diaz v Raveh Realty, LLC, 182 AD3d 515, 516 (1st Dept 2020)
- Humphrey v Park View Fifth Ave. Assoc. LLC, 113 AD3d 558, 559 (1st Dept 2014)
- Narducci v Manhasset Bay Assoc., 96 NY2d 259, 265-266, 269 (2001)
- Rizzuto v L.A. Wenger Contr. Co., 91 NY2d 343, 353 (1998)
- Garcia v 100 Church Fee Owner, LLC, 244 AD3d 480, 482 (1st Dept 2025)

- Itri Brick & Concrete Corp. v Aetna Cas. & Sur. Co., 89 NY2d 786, 795 (1997)

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